



City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
Wayne J. Franklin, Mayor Pro Tem
Bob Higley, Councilmember
Kellye Burke, Councilmember
Mardi Turner, Councilmember

STAFF

M. Christopher Peifer, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

City Council Meeting Agenda

Notice is hereby given of a special and regular meeting of the City Council of West University Place to be held on Monday, February 12, 2018 beginning at 6:00 p.m. in the Municipal Building located at 3800 University Boulevard, West University Place, Texas, for the purpose of considering the following agenda items

Note: All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

SPECIAL MEETING (6:00 p.m. in the Bill Watson Conference Room)

Call to Order

Agenda is as follows:

1. City Contracts

Matters related to review and discussion of some of the city's previous, current, and future contracts including, but not limited to, the city's bidding process and other related matters. *Recommended Action: Discuss and take any desired action. City Council and Chris Peifer, City Manager*

2. Adjourn Special Meeting

REGULAR MEETING (6:30 p.m. in the Council Chambers)

Call to Order

Pledge of Allegiance

Matters related to the notice of this meeting

Agenda is as follows:

3. Public Comments

This is an opportunity for citizens to speak to Council relating to agenda and non-agenda items. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer his/her comments until such time the item is discussed. Speakers are advised that comments cannot be received on matters which are the subject of a public hearing once the hearing has been closed. Public comments must be kept relevant to the subject before the Council. The presiding officer shall rule on the relevance of comments. Persons making irrelevant, personal, impertinent, or slanderous remarks may be barred by the presiding officer from further comment

before the Council during the meeting. Speakers are required to register in advance and must limit their presentations to three minutes each.

4. Award Contract for Janitorial Services

Matters related to awarding a contract for janitorial services. *Recommended Action: Award contract for janitorial services to Ambassador Services for a term of 5 years in the amount of \$920,040.00 with optional one-year extensions for three years and authorize the City Manager to execute a contract. Mr. Dave Beach, Assistant City Manager/Public Works Director* [see Agenda Memo 4]

5. Award Contract for the Purchase of Police Vehicles

Matters related to awarding a contract for the purchase of three (3) 2108 Ford Interceptor Utility Vehicles for use in the Police Department. *Recommended Action: Award contract for (3) 2018 Ford Interceptor Utility Vehicles to Helfman Ford in the amount of \$93,357. Mr. Dave Beach, Assistant City Manager/Public Works Director* [see Agenda Memo 5]

6. Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

A. City Council Minutes

Approve City Council Minutes of January 22, 2018. *Recommended Action: Approve City Council Special and Regular Meeting Minutes. Ms. Thelma Gilliam, City Secretary*

B. Acceptance of the Quarterly Investment Report

Matters related to the City's Quarterly Investment Report. *Recommended Action: Accept the City's Quarterly Investment Report with no other action being required. Ms. Marie Kalka, Finance Director* [see Agenda Memo 6B]

C. Interlocal Agreement with Harris County

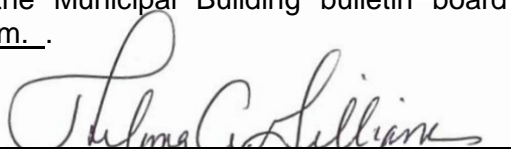
Matters related to an Interlocal Agreement with Harris County on E-Pass Equipment. *Recommended Action: Approve Interlocal Agreement with Harris County for E-Pass Equipment. Mr. Aaron Taylor, Fire Chief* [see Agenda Memo 6C]

7. Adjourn

In compliance with the Americans with Disabilities Act, if you plan to attend this public meeting and you have a disability that requires special arrangements, please contact City Secretary Thelma Gilliam at 713.662.5813 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist in your participation in the meeting. The Council Chambers is wheel chair accessible from the west entrance and specially marked parking spaces are available in the southwest parking area. Special seating will be provided.

I certify that the attached notice and agenda of items to be considered by the West University Place City Council on February 12, 2018 was posted on the Municipal Building bulletin board on February 9, 2018 at approximately 8:00 o'clock a.m..

(SEAL)


Thelma A. Gilliam, TRMC, City Secretary

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	February 12, 2018	AGENDA ITEM:	4
DATE SUBMITTED:	February 7, 2018	DEPARTMENT:	Public Works
PREPARED BY:	D. Beach, ACM / PWD	PRESENTER:	D. Beach, Assist. City Mgr. / PW Dir.
SUBJECT:	Award of Contract for Janitorial Services		
ATTACHMENTS:	Contract		
EXPENDITURE REQUIRED:	\$184,008.00		
AMOUNT BUDGETED:	\$231,500.00		
ACCOUNT NO.:	101-5040-74090		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The City's janitorial service contract expired with the current vendor and the City issued a Request for Proposals (RFP) for janitorial services. To ensure best value for the City, the competitive bid process was completed using "Best & Final Offer," which evaluates firms not only on the price, but also their reputation from reference checks, staff initiated site visits of other facilities, their proposed cleaning services, reasonableness of cost, compliance with terms of the RFP and their performance with comparable engagements.

The City received proposals from the following four firms: GCA Service (current provider); Ambassador Services; Metroclean Commercial and Marsden Source.

COMPANY	BASE SERVICES	ADDIT. SERVICES	ANNUAL PRICE	5-YEAR TOTAL (No Inc.)
GCA SERVICES	\$ 156,577.84	\$ 12,900.00	\$ 169,477.84	\$ 847,389.20
AMBASSADOR SERVICES	\$ 170,808.00	\$ 13,200.00	\$ 184,008.00	\$ 920,040.00
METROCLEAN COMMERCIAL	\$ 200,800.00	\$ 18,450.00	\$ 219,250.00	\$ 1,096,250.00
MARSDEN SOURCE	\$ 215,148.96	\$ 16,894.00	\$ 232,042.96	\$ 1,160,214.80

The base services includes those services performed on a daily, weekly, monthly, quarterly and bi-annual schedule, that include (but not limited to), vacuuming, dusting, floor stripping and waxing, etc. The additional services is for window cleaning at all City facilities on either a twice a year or quarterly schedule. The RFP also requested pricing for ancillary services that on an "as needed" basis that fall outside of normal base services, such as, bio hazard cleaning; upholstery cleaning and hard surface floor stripping/waxing and carpet cleaning.

After review of all RFP's submitted, the City's preferred vendor for janitorial services is Ambassador Services because of their reputation, cleaning policies and procedures, commitment, price point and performance with similar facilities.

Term of this contract is for a period of five (5) years with three (3) one-year extensions and allows for inflationary increases at the beginning of each year. The contractor is responsible for providing supporting documentation demonstrating any increases to the contract, subsequent to the City's approval during the Annual Budget Process.

The City Attorney has approved to legal form.

RECOMMENDATION

Staff recommends the City Council approve this contract with Ambassador Services for a term of five-years with optional one-year extension for three years and authorize the City Manager to execute the contract for services.



City of
**West University
Place**

GENERAL SERVICES CONTRACT

Revised 02/08/18

This General Services Contract (Contract) is made between the City of West University Place, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Signatures
- III. Standard Contractual Provisions

- IV. Special Terms and Conditions
- V. Additional Contract Documents

I. Summary of Contract Terms.

Contractor: **AMBASSADOR SERVICES, LLC**

Description of Services: **Job No. 17-002 – Five Year Term Contract for Janitorial Services of all City Facilities with Three (3) Optional One Year Extensions**

Annual Base Services: **\$184,008.00**

Additional Work in addition to Base Contract Price: **Per submitted price schedule and/or as negotiated and agreed by both parties**

Effective Date: **March 1, 2018**

Termination Date: **March 1, 2023 (unless agreement is renewed annually or terminated on/before this date)**

Renewal: **Three optional One Year Extensions after March 1, 2023**

II. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF WEST UNIVERSITY PLACE:*

CONTRACTOR:

By: _____

Signed by: Date: _____

Title: _____

____ Council Approved on ____/____/____

Date: _____

____ City Manager

____ Department Head

____ Division Head

*Contract Signature Authority:

Division Head - \$2,999 or less

Department Head - \$3,000 to \$14,999

City Manager - \$15,000 to \$50,000

Over \$50,000 – Council approval required

Attest: City Secretary

III. Standard Contractual Provision.

A. Definitions.

Contract means this General Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. **Services and Payment.** Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions.

- (1) *City Termination for Convenience.* Under the paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminated this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.
- (2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.
- (3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the contract.

D. **Liability and Indemnity.** Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this contract who is sued by a third party of acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

E. **Assignment.** The Contractor shall not assign this Contract without the prior written consent of the City.

F. **Law Governing and Venue.** This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.

- G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has not right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

IV. Special Terms or Conditions.

- A. Pursuant to Section 2252.908 of the Government Code, any contracts entered into on or after January 1, 2016 that require an action or vote by a governing body of the entity or agency and/or have a value of at least one (1) million dollars, will need to meet the following requirements once the bidder is notified of the award of contract:
- (1) A business entity will need to file form 1295 – Certificate of Interested Parties electronically via the Texas Ethics Commission website (<https://www.ethics.state.tx.us/main/file.htm>). The business entity will be required to create a profile on the site.
 - (2) Once the form is submitted electronically, the business entity will need to print, sign and have the form notarized and submit it to the City as part of this agreement.
 - (3) The City will then need to acknowledge the form electronically no later than the 30th day after the date the contract binds all parties to the contract and include a copy of the signed/notarized version to the contract documents.
- . ***Additional Contract Documents***. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision not included in the Contractor's Additional Contract Documents, does not apply to this contract.
- A. Contractor's Additional Contract Documents:
1. Bid Submittal – Ambassador Services, LLC.
- B. City's Additional Contract Documents:
1. *None*

END OF DOCUMENT

Attachment No. 1

**Bid Submittal – Ambassador Services, LLC
(Job No. 17-002)**



WEST UNIVERSITY PLACE

BID SUBMITTAL PACKET



WEST UNIVERSITY PLACE

BID COVER SHEET

Job No.
17-002

BID FOR: Five Year Term Contract for Janitorial Services with Three Optional One Year Extensions

DUE DATE: Monday November 27, 2017

Due no later than 2:00 P.M. CST. Bids received later than the date and time above will not be considered.

BIDDERS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".**

RETURN BID TO: City of West University Place
City Secretary's Office
3800 University Blvd.
West University Place, Texas 77005
Phone: 713-662-5812 Fax: 713-662-2705

Project Officer: Gerardo Barrera, Gen. Svcs. Superintendent

Company Name: Ambassador Services, LLC
Company Address: 11710 North Freeway, #100
City, State, Zip Code: Houston, TX 77060
Taxpayer Identification Number (T.I.N.): 74-3229588
Telephone: 713-535-9092 Fax: 832-324-7790 e-mail: jp@ambassadorMc.net

Signature: [Signature] Print Name: Alex Melgar

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. All prices and signatures must be typewritten or written in ink. Contract is not valid until Award Letter is issued, which will become part of this contract.]

Accepted by: _____ Date: _____



BID CHECKLIST

This checklist is intended as a reminder of what must be included in the bid.

Bidder must sign Bid Checklist acknowledging that all checked items have been submitted with bid.

If a bidder fails to submit the following items in its bid, the CITY may consider the bid non-responsive.

- ☐ Qualification Statement
- ☐ Price Schedule
- ☐ Residence Certificate/Tax Form

Bond Forms

- ☐ Bid Bond (Bid bond must be 5% of Total Bid Amount)
- ☐ Performance Bond
- ☐ Payment Bond
- ☐ Bid Check Return Form
- ☐ Insurance and Worker's Compensation Specifications
- ☐ Reference Sheet (5 sheets should be submitted)
- ☐ Conflict of Interest Questionnaire (if applicable)
- ☐ General Service Contract
- ☐ Other Forms (Check only if Bidder has submitted a separate page detailing pricing for services not mentioned in this bid.)

Ambassador Services, LLC
BIDDER

11-26-17
DATE



QUALIFICATION STATEMENT

City: City of West University Place, Texas

City's Office: City Secretary's Office
3800 University Blvd.
West University Place, Texas 77005
Phone: 713-662-5813 Fax: 713-662-5305

Project: Job # 17-002 Five Year Term Contract for Janitorial Services with Three Optional One Year Extensions

Project Location: Various Public Buildings in the City

Project Officer: Gerardo Barrera, Gen. Svcs Superintendent

SIMILAR WORK (DEFINITION):

Janitorial Services for City owned property and buildings

NOTE: If any bid is to be made jointly by two or more entities, each entity must complete a separate statement.

The undersigned BIDDER certifies the following, under oath:

A. GENERAL:

Full Legal Name of BIDDER: Ambassador Services, LLC

Check one: () Partnership () Joint Venture ☒ Corporation
() Other:

Address: 11710 North Freeway, #100 Houston, TX 77060

Telephone: 713-535-9092 Fax: 832-324-7790

Texas Vendor Identification No.: _____

Tax Identification No.: 74-322-9588

B. ORGANIZATIONAL BACKGROUND:

1. If the BIDDER is a PARTNERSHIP or JOINT VENTURE

a. Date of organization: _____

b. State whether partnership is general or limited: _____

c. List all general partners and any limited partners owning 10% or more:

Name	Address	Phone	% owned
------	---------	-------	---------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. If BIDDER is a CORPORATION or LLC:

- a. Date of incorporation or formation: April 2007
- b. State of incorporation or formation: TX
- c. Charter/permit number: 74-3229588
- d. Principal place(s) of business: Houston, TX
- e. Other state(s) in which firm is authorized to do business: _____
- f. Officers
- President: Richard Gaubert
- Vice President(s): Alex Melgar
- Secretary: _____
- Treasurer: _____
- Other: _____

g. List all persons and entities owning 10% or more of the firm:

Name	Address	Telephone	% owned
<u>Richard Gaubert</u>	<u>11710 Northfreeway, #100</u>	<u>713-535-9092</u>	<u>44%</u>
<u>Alex Melgar</u>	<u>Same</u>	<u>Same</u>	<u>Same</u>
<u>Carlos Melgar</u>	<u>Same</u>	<u>Same</u>	<u>12%</u>

3. If the BIDDER is *other than a partnership, LLC or corporation*:

- a. Describe the organization: _____
- b. List all principals of the organization:
- | Name | Address | Telephone | Title |
|-------|---------|-----------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
- c. Date and manner of the organization's formation: _____

4. How long has the BIDDER done business under its present name and at its present address?

- a. Under what other or former names and addresses has the BIDDER operated in the past five years?
- | Name | Address | Years |
|----------------------------|----------------------------|----------|
| <u>Ambassador Services</u> | <u>16535 Hollister St.</u> | <u>7</u> |
- b. Has the BIDDER ever defaulted, declared bankruptcy, or undergone reorganization procedures?
- Yes ☒ No
- If "yes", attach details: list of creditors, amounts owed, amounts repaid, resolution of proceedings, etc.

- c. Has a predecessor of the BIDDER defaulted, declared bankruptcy, or undergone reorganization procedures?
 ___ Yes X No
 If "yes", attach details, as above.
- d. Does the BIDDER presently have outstanding claims pending against it?
 ___ Yes X No
 If "yes", attach details, as above.
- e. Has the BIDDER been involved in litigation within the past five years, or is it currently involved in litigation?
 ___ Yes X No
 If "yes", attach details, as above.
- f. Has an officer or principal of the BIDDER ever engaged in any of the activities or had claims against it, him or her as described in this Part B?
 ___ Yes X No
 If "yes", attach details, as above.

5. Has BIDDER ever changed its name, changed its form of organization or merged?
 ___ Yes X No
 If "yes," attach a detailed description of any name changes, changes in entity form or mergers, including documentary proof that any surviving entity succeeded to all liabilities of the pre-existing entities.

C. **SIMILAR WORK:**
 (Note: "similar work" is defined above.)

1. How many years experience in "similar work" has the BIDDER had?
 a. As a general contractor: 10 years
 b. As a subcontractor: 10 years
2. Has the BIDDER ever failed to complete a contract, forfeited a bid bond/proposal guaranty, had liquidated damages withheld from its total compensation due on a contract (in excess of 1% of total contract payments), or refused to enter into contract for work awarded to it?
 ___ Yes X No
 If "yes", attach details: (a) name of project, (b) contract amount, (c) type of work, (d) name and addresses of: (i) project engineer, (ii) contractor, and (iii) owner, (e) when, (f) where, and (g) why.
3. BIDDER must attach a "Reference Sheet" (form attached) for each of the BIDDER's five largest current projects with "similar work" and for BIDDER's five most recently terminated projects with "similar work" (terminated projects include projects and facilities where BIDDER's services terminated for any reason and projects for which a contract was awarded but the work was not started).

NOTE: A minimum of five (5) Reference Sheets must be completed and attached. Other references are to be submitted to the CITY upon request.

D.

CERTIFICATION:

The BIDDER certifies, under oath, that all information contained in or attached to this Statement is current, correct, and complete. Any person, depository, agency, or other entity named in the Statement or attachments is authorized to supply the CITY or its representative with any information necessary to verify information from this Statement.

Ambassador Services, LLC
(Print or type Bidder's name)

By: (authorized signature) _____

Name: Alex Melgar

Title: COO

Date: 11-27-17

STATE OF TEXAS §

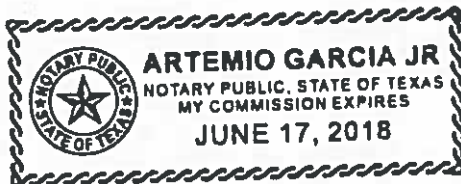
COUNTY OF Harris §

SWORN TO AND SUBSCRIBED before me on the 27 day of November

(SEAL)

Notary Public My Commission Expires:

6/17/18





PRICE SCHEDULE JANITORIAL SERVICES

Pricing: CONTRACTOR must complete open boxes. Do not fill in gray shaded boxes. Quantities are estimated, CITY may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs. Pricing must be all-inclusive. CITY will not allow for any other rates or charges.

I. BASIC SERVICES

Facility	Monthly Rate
1. City Hall Complex	\$3,492.00 Per Month
2. Police Department	\$1,746.00 Per Month
3. Public Works Administration	\$733.00 Per Month
4. Public Works Operations	\$488.00 Per Month
5. Public Works Fleet and Traffic	\$123.00 Per Month
6. Community Building	\$1,606.00 Per Month
7. Library	\$925.00 Per Month
8. Scout House	\$262.00 Per Month
9. Colonial Park Rec. Center	\$511.00 Per Month
10. West U Rec. Center	\$4,191.00 Per Month
11. Sewer Treatment Plant	\$157.00 Per Month
Total	\$170,808.00 per year

II. ADDITIONAL ITEMS REQUIRING PRICING:

These items are not to be included in regular schedule, but shall be scheduled when requested by CITY. Should CONTRACTOR provide the following services without written request, the CITY will not be responsible for payment of said services. Services subject to negotiation and review.

1) Bio Hazard Cleaning – Police Department

a) Per Occurrence \$ 100.00 - OR - per Hour \$ 25.00

2) Hard surface floor stripping and/or waxing. (as needed)

a) Price per square foot including all necessary cleaning methods and moving of all chairs and lightweight items, etc. in order to achieve desired result. This does not include moving of heavy furniture, which will be negotiated on a per occurrence instance.

i) \$ 27 per sq. foot

- 3) *Carpet Cleaning (as needed)*
- a) Price per square foot includes all necessary cleaning methods including steam cleaning, shampooing, and moving of all chairs and lightweight items, etc. in order to achieve the desired result. This does not include moving of heavy furniture, which will be negotiated on a per occurrence instance.
- i) \$ 12 per sq. foot
- 4) *Upholstery Cleaning (as needed)*
- a) Price per item includes all necessary cleaning methods including steam cleaning, shampooing, and moving of items to accomplish the desired cleaning. This does not include moving of heavy furniture, which will be negotiated on a per occurrence instance.
- i) \$ 2 per chair – seat only
- ii) \$ 2 per chair – seat & back
- iii) \$ 3 per recliner
- iv) \$ 5 per love seat
- v) \$ 10 per couch
- vi) \$ 12 per sq. ft. for misc. items not identified above.
- 5) *Exterior Window Washing for Specified Buildings (certain buildings are to be serviced quarterly. All are serviced bi-annually.)*
- a) Pricing shall reflect total cost for each individual building. CONTRACTOR will be responsible for viewing the various locations to become familiar with the specific buildings. This service is to be completed on a bi-annual basis and shall be invoiced separately. Entire inside and/or outside surface glass shall be washed and squeegee cleaned leaving no streaks.

Building Locations:

i) City Hall Complex– 3800 University Blvd	\$ <u>250.00</u>
ii) Police Department – 3800 University Blvd	\$ <u>400.00</u>
iii) Public Works Administration – 3826 Amherst	\$ <u>75.00</u>
iv) Public Works Operations – 3825 Milton	\$ <u>75.00</u>
v) Public Works Fleet and Traffic – 3826 Milton	\$ <u>100.00</u>
vi) Community/Senior Services Building – 6104 Auden	\$ <u>250.00</u>
vii) Library – 6108 Auden -	\$ <u>400.00</u>
viii) Scout House – 6108 Edloe	\$ <u>250.00</u>
ix) Colonial Park Recreation Center – 4130 Byron	\$ <u>75.00</u>
x) West U Recreation Center – 4210 Bellaire	
(1) Recreation Center & Offices:	\$ <u>1500.00</u>
(2) Pool Building (roll up doors & windows)	\$ <u>300.00</u>
xi) Sewer Treatment Plant – 2801 N. Braeswood	\$ <u>50.00</u>

III TYPICAL NON-BASE LEVEL SERVICES

CONTRACTOR is encouraged to include pricing on a separate page detailing other services provided by your company but not specifically listed in the bid.



RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, City of West University Place requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) Nonresident bidder" refers to a person/company who is not a resident of this state.

(1) "Resident bidder" refers to a person/company whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Ambassador Services, LLC is a Resident Bidder of Texas as defined in
[Company Name]
Government Code §2252.001.

☐ I certify that _____ is a Nonresident Bidder as defined in
[Company Name]
Government Code §2252.001 and our principal place of business is _____
[City and State]

Taxpayer Identification Number (T. I. N.): 74-322-9588

Company Name submitting Bid/Proposal: Ambassador Services, LLC

Mailing Address: 11710 North Freeway, #100 Houston, TX 77060

If you are an individual, list the names and addresses of any partnership of which you are a general partner:



BID/OFFER GUARANTY AND PERFORMANCE
AND/OR PAYMENT BOND

INFORMATION AND REQUIREMENTS

A guaranty shall be submitted with each bid that the bidder will, if required, execute and furnish performance and/or payment bonds within ten days after award of the contract and receipt of contract and performance and/or payment bond forms. Guaranty may be submitted in either of these forms:

- A. Individual bid bonds payable to City of West University Place for 5% for each separate bid, or
- B. Bank cashier's check payable to City of West University Place for 5% for each separate bid.

If the successful bidder submits a bank cashier's check, as guaranty, City of West University Place may elect to hold the check until all provisions of the contract have been completed, or require the contractor to make payment and/or performance bonds. The bond(s) shall be in the amount of 100% of contract price, and shall be executed by a surety company authorized to do business in the State of Texas.

If the payment and/or performance bond forms and related documents are not returned to the City of West University Place, 3800 University Blvd, West University Place, Texas 77005 within ten days, The City has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the City from the Contractor's Surety before any payments will be made.

BID BOND

THE STATE OF TEXAS §

COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS that _____ (hereinafter called the "Principal"), as Principal, and _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the **CITY OF WEST UNIVERSITY PLACE, TEXAS** (hereinafter called the "Obligee"), in the amount of Five Percent of the Greatest Amount Bid (\$ 5% GAB), for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the Obligee to

JOB 17-002 – Five Year Term Contract for Janitorial Services with Three Optional One Year Extensions

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully enter into such written Contract, then this obligation shall be void but otherwise, shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid at any time after such Bid is opened but before official rejection of such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory insurance documents, Performance Bond, Payment Bond, and Maintenance Bond, if required, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

Provided further that if any legal action be filed upon this Bond, venue shall lie in _____ County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this _____ day of _____, 20____

Principal _____

Surety _____

By: _____

By: _____

Address _____

Address _____

PERFORMANCE BOND

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT WE, _____, as principal, hereinafter called "Contractor", and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to The City of West University Place ("Owner") in the sum of _____ (\$ _____) for the payment of which sum, well and truly to be made to the Owner, and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the said Contractor has on or about this day executed a contract in writing with the Owner, for

JOB #17-002 - Five Year Term Contract for Janitorial Services with Three Optional One Year Extensions

all such work to be done as set out in full in said contract and plans and specifications therein referred to and adopted by the Owner, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW, THEREFORE, if the said Contractor shall faithfully and strictly perform said contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the plans and specifications referred to therein and shall comply strictly with each and every provision of said contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect

It is further understood and agreed that the Surety does not hereby relieve the Owner or its representatives from the exercise of any diligence whatever in securing compliance on the part of the said Contractor with the terms of the said contract, and the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his contract and agrees that it, the said Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the said Contractor in all matters pertaining to said contract. And the said Surety understands and agrees that the provision in said contract that is intended for the Owner's benefit and the Owner shall have the right to pay or withhold said retained amounts or any other amount owing under said contract without changing or affecting the liability of the said Surety hereon in any degree

It is further expressly agreed by said Surety that the Owner or its representatives are set at liberty at any time, without notice to the Surety, to make any change in said plans, specifications and drawings and in the work to be done there under, as provided in said contract, and in the terms and conditions thereof, or to make any change in, additions to or deduction from the work to be done there under; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking, or release said Surety therefrom.

It is expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the Owner from any liability, loss, cost, expense or damage arising out of or in connection with the work done by the Contractor under said contract. By specific reference to Section 271.159 of the Texas Local Government Code (as amended by the 2005 Texas Legislature), said contract authorizes the prevailing party to recover its reasonable and necessary attorney's fees in the adjudication of a claim by or against the Owner based on such contract, and the same rule shall apply to a claim by or against the Owner based on this bond.

This bond and all obligations created hereunder shall be performable in Harris County, Texas. This bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by reference. However, all of the express provisions hereof shall be applicable where or not within the scope of said statute.

IN TESTIMONY WHEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST/SEAL (if a corporation):
WITNESS (if not a corporation):

(Full Name of Contractor, principal)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS: (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

PAYMENT BOND

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT WE, _____, as principal, hereinafter called "Contractor", and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to The City of West University Place ("Owner") in the sum of _____ (\$ _____) for the payment of which sum, well and truly to be made to the Owner, and its successors, the said Contractor and Surety do bind themselves, their successors and assigns, jointly and severally.

WHEREAS, the Contractor has on or about this day entered into a certain written contract with the Owner for,

JOB #17-002 - Five Year Term Contract for Janitorial Services with Three Optional One Year Extensions

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor shall pay all claimants supplying labor and materials to him or a subcontractor in prosecution of the work provided in such contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, of the Texas Government Code, as amended, and all liabilities of this bond shall be determined in accordance with the provisions thereof to the same extent as if it were copied at length herein,

By specific reference to Section 271.159 of the Texas Local Government Code (as amended by the 2005 Texas Legislature), said contract authorizes the prevailing party to recover its reasonable and necessary attorney's fees in the adjudication of a claim by or against the Owner based on such contract, and the same rule apply to a claim by or against the Owner based on this bond

IN TESTIMONY WHEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST/SEAL (if a corporation):
WITNESS (if not a corporation):

By: _____
Name:
Title:
Date:

(Full Name of Contractor, principal)

By: _____
Name:
Title:
Date:

ATTEST/WITNESS: (SEAL)

By: _____
Name:
Title:
Date:

(Full Name of Surety)

By: _____
Name:
Title:
Date:



BID CHECK RETURN AUTHORIZATION FORM

Bidder must complete this form and attach to bid check. All bid checks must be for the required amount and be payable to City of West University Place (City), not payable to any individual.

If a bid, the City may retain the bid checks of the three lowest bidders until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond. The City shall return the bid checks of all other bidders at any time within seventy-two (72) hours following the opening of bids. If an RFP, all bid checks will be retained by the City Secretary's Office until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond.

Authorization is hereby granted for the City to return the bid check via regular mail without liability of any kind or nature to the address listed below if:

1. we are an unsuccessful bidder, or
2. a performance bond, and payment bond, if required, has replaced the bid check, or
3. upon completion of contract.

BID FOR: Five Year Term Contract for Janitorial Services with Three Optional One Year Extensions

Cashier's Check Number _____, Drawn on _____

Bank of _____, Dated _____ in the

Amount of \$ _____.

Name: _____

Business Address: _____

Signature: _____

Mailing Address: _____

City & State: _____ Zip Code: _____

Telephone: _____

For Official Use Only:

Date Check Mailed: _____ By: _____

Ledger Number: _____ Dept: _____

NIA



INSURANCE SPECIFICATIONS

Owner: City of West University Place

Project: Five Year Term Contract for Janitorial Services with Three Optional One Year Extensions

INSURANCE: The successful bidder shall provide and maintain the minimum insurance coverage's set forth below during the term of its agreement with the City.

- Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.
- Workers Compensation insurance at statutory limits, including Employer's Liability coverage at minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.
- Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of West University accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards and contractual liability.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

- The City of West University Place shall be named as an additional insured with respect to General Liability and Automobile Liability.
- All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- A waiver of subrogation in favor of The City of West University Place shall be contained in the Workers Compensation and all liability policies.
- All insurance policies shall be endorsed to require the insurer to immediately notify The City of West University Place of any material change in the insurance coverage.
- All insurance policies shall be endorsed to the effect that The City of West University Place will receive at least thirty-(30) days notice prior to cancellation or non-renewal of the insurance.
- All insurance policies, which name The City of West University Place as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- Contractor may maintain reasonable and customary deductibles, subject to approval by The City of West University Place.
- Insurance must be purchased from insurers that are financially acceptable to the City of West University Place.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
- Shall specifically set forth the notice-of-cancellation or termination provisions to The City of West University Place.

Upon request, Contractor shall furnish The City of West University Place with certified copies of all insurance policies.

A valid certificate of insurance verifying each of the coverage's required above shall be submitted upon award. The certificate of insurance shall be sent to:

City of West University Place
City Secretary's Office
3800 University Blvd
West University Place, TX 77005

Reduction or Waiver of Insurance Requirements

The City may at any time reduce or waive all or part of the insurance requirements established by this document for any contractor that has entered into an agreement with the City to provide the services for which this insurance applies, if the City determines that the reduction or waiver will not unreasonably expose the City to a risk of liability or loss. An authorized City representative must authorize any reduction or waiver of these insurance requirements in writing before the reduction or waiver is effective.



WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Department of Insurance, Division of Workers' Compensation, 333 Guadalupe Austin, Texas 78701, 888-4TXCOMP (888-489-2667).

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

- (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project, and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.



REFERENCE SHEET

(A MINIMUM OF FIVE REFERENCES OF SIMILAR SIZE ARE REQUIRED)

(For: Ambassador Services, Bidder)

Name of project: Harris County - 2,000,000 square feet

Type of work: Janitorial Services, Day Porters, floor Care

Location (city, county, state): Houston Harris TX
City County State

Bidder's compensation: \$3,000,000

Dates of service: July 1, 2016 June 31, 2021
Start End

Reference Contact Information:

Owner's Representative: Justin Loston
Address: 1310 Prairie St., suite 1330 Houston, TX 77072
Telephone: 713-274-9773
Fax: N/A

Was Bidder declared to be in default by the owner or the surety? Yes X No

If yes, please explain: _____



REFERENCE SHEET

(A MINIMUM OF FIVE REFERENCES OF SIMILAR SIZE ARE REQUIRED)

(For: Ambassador Services, Bidder)

Name of project: Waller County - 60,000 square feet

Type of work: Janitorial Services, Floor Work

Location (city, county, state): Hempstead Waller TX
City County State

Bidder's compensation: \$59,000

Dates of service: March 1, 2014 February 28, 2019
Start End

Reference Contact Information:

Owner's Representative: Robert Holloman

Address: 836 Austin St. Hempstead, TX

Telephone: 979-826-3357

Fax: N/A

Was Bidder declared to be in default by the owner or the surety? Yes X No

If yes, please explain: _____



REFERENCE SHEET

(A MINIMUM OF FIVE REFERENCES OF SIMILAR SIZE ARE REQUIRED)

(For: Ambassador Services, Bidder)

Name of project: Schlumberger - 500,000 square feet

Type of work: Janitorial Services, Floor Care, Windows

Location (city, county, state): Houston Harris TX
City County State

Bidder's compensation: \$700,000

Dates of service: May 1, 2015 no expiration
Start End

Reference Contact Information:

Owner's Representative: Jeff Smith
Address: 3750 Briarpark Drive Houston, TX 77042
Telephone: 713-689-7053
Fax: N/A

Was Bidder declared to be in default by the owner or the surety? Yes X No

If yes, please explain: _____



REFERENCE SHEET

(A MINIMUM OF FIVE REFERENCES OF SIMILAR SIZE ARE REQUIRED)

(For: Ambassador Services, Bidder)

Name of project: City of Huntsville - 72,000 square feet

Type of work: Janitorial Services, floorwork

Location (city, county, state): Huntsville Walker TX
City County State

Bidder's compensation: \$90,000

Dates of service: July 1, 2015 May 31, 2019
Start End

Reference Contact Information:

Owner's Representative:

Address:

Telephone:

Fax:

Billie Smith
450 Highway 75N Huntsville, TX 77320
936-291-5495
936-294-5731

Was Bidder declared to be in default by the owner or the surety? _____ Yes X No

If yes, please explain: _____



REFERENCE SHEET

(A MINIMUM OF FIVE REFERENCES OF SIMILAR SIZE ARE REQUIRED)

(For: Ambassador Services, Bidder)

Name of project: The Woodlands First Baptist Church - 140,000 square feet

Type of work: Jacitorial Services, Day Porters, floor care

Location (city, county, state): The Woodlands Harris TX
City County State

Bidder's compensation: \$200,000

Dates of service: Jan. 1, 2019 no expiration
Start End

Reference Contact Information:

Owner's Representative: Barry Firestone
Address: 11801 Groogan Mill Rd, Spring, TX 77380
Telephone: 281-367-4317
Fax: N/A

Was Bidder declared to be in default by the owner or the surety? _____ Yes X No

If yes, please explain: _____



(Form should be filled out when applicable)

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p><small>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity. <div style="text-align: center; font-size: 1.2em; margin-top: 10px;">None</div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small>		
3 Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center; margin: 10px 0;"><hr style="width: 50%; border: 0.5px solid black;"/> Name of Officer</div> <p><small>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small></p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="width: 60%;">4 <div style="text-align: center; margin-top: 20px;"> Signature of person doing business with the governmental entity</div></div><div style="width: 35%; text-align: right;"><div style="font-size: 1.5em; margin-bottom: 10px;">11-26-17</div>Date</div></div>		

Adopted 06/29/2007



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SIG/BRIDIE & ASSOCIATES 305 EAST CALIFORNIA ST. SUITE A GAINESVILLE, TX 76240 940-668-0436	CONTACT NAME: DAVID P. REED	
	PHONE (A/C No, Ext): 940-668-0436 FAX (A/C No): 940-668-0469	
	E-MAIL ADDRESS: DAVID.REED@SIG4YOU.COM	
INSURED AMBASSADOR SERVICES, LLC 11710 North Freeway STE 100 HOUSTON, TX 77060	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: UNITED FIRE LLOYDS	43559
	INSURER B: UNITED FIRE LLOYDS	43559
	INSURER C: UNITED FIRE LLOYDS/EVANSTON INS.CO.	43559
	INSURER D: SERVICE LLOYDS INS. CO.	43389
	INSURER E: SURETEC	10916
	INSURER F: TRAVELERS INS. CO.	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	85320125	12/09/2017	12/09/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	85320125	12/09/2017	12/09/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	85320125	12/09/2017	12/09/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	DED RETENTION \$		MKLM4EUE100048	12/09/2017	12/09/2018	\$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC0096519-2017B Texas Ops	10/15/2017	10/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	EMPLOYEE THEFT BOND		5168229	09/06/2017	09/06/2018	50,000
F	EMPLOYEE CRIME		106476555	03/04/2017	03/04/2018	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS PER BLANKET ADDITIONAL INSURED ENDORSEMENT. A WAIVER OF SUBROGATION IS IN FAVOR OF CERTIFICATE HOLDER AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS PER BLANKET ENDORSEMENT.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



The City of West University Place

ADDENDUM NO. 1

Date: November 20, 2017

TO: All Bidders

FROM: City of West University Place
3800 University Blvd.
West University Place, TX, 77005

PROJECT: Job No. 17-002 Janitorial Services

This addendum forms a part of the Contract Documents within the Bid Submittal Packet, and modifies the original specifications as noted below. Unaltered provisions of the Contract Documents shall remain in effect. Bidder shall acknowledge receipt of this Addendum in space provided below. Failure to do so may subject the bidder to disqualification.

Proposed additions or modifications:

As stated in the Bid Submittal Packet, Bonds are required at the CITY's discretion.

Performance and Payment bond requirements will be waived for this contract. Bid bonds are still required unless Bidder submits a guaranty cashier's check as stated in Attachment A-5f, page 38. Insurance requirements will remain in place as stated within the Contract documents.

End of Addendum No. 1

By signing below, BIDDER acknowledges that they have read and understand the conditions as explained within this Addendum. BIDDER also understands that above mentioned items are to be part of Bid Submittal Documents for Job No. 17-002- Janitorial Services. This page shall be included as part of the Contract Documents.



BIDDER SIGNATURE

11-27-17

DATE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-286996

Date Filed:
11/27/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ambassador Services
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of West University

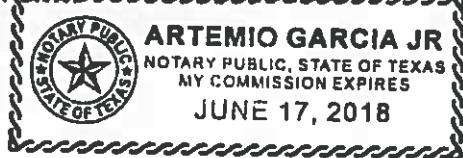
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Job No. 17-002
Janitorial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Melgar, Alex	Houston, TX United States	X	
	Gaubert, Richard	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIRMATION



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Alex Melgar, this the 27 day of November, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

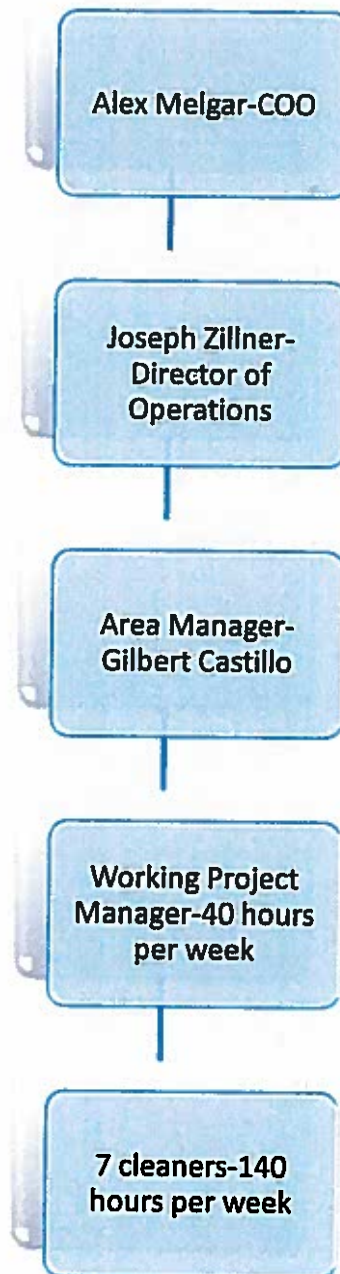
Title of officer administering oath

CITY OF WEST UNIVERSITY ORGANIZATIONAL CHART

Below you will find an organizational chart for our staffing plan for City of West University.

Project Manager Pay Rate: \$14.00 per hour

Cleaners Pay Rate: \$9.00 per hour



Staffing Hours and Production Rates

Building	Square footage	Amount of hours to clean each building per day						
		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
City Hall Complex	20,000		5	5	5	5	5	
Police Dept	10,000	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Public Works Administration	4,200		1.5	1.5	1.5	1.5	1.5	
Public Works Operations	2,800		1	1	1	1	1	
Public Works Fleet and Traffic	700		0.5	0.5	0.5	0.5	0.5	
Community Building	9,200		3.5	3.5	3.5	3.5	3.5	
Library	5,300		2	2	2	2	2	2
Scout House	1,500		1	1	1	1	1	
Colonial Park Rec Center	3,500	1.5	1.5	1.5	1.5	1.5	1.5	1.5
West U. Rec Center	24,000	8	8	8	8	8	8	8
Sewer Treatment Plant	900		0.5	0.5	0.5	0.5		
Drivetime	0	1	2	2	2	2	2	1
Total Hours Daily		14	30	30	30	30	29.5	16

Total Number of Employees Daily (Including Project Manager)		3	7	7	7	7	7	3
--	--	----------	----------	----------	----------	----------	----------	----------

Total Square Footage	82,100
-----------------------------	---------------

Total Hours Weekly	179.5
---------------------------	--------------

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	February 12, 2018	AGENDA ITEM:	5
DATE SUBMITTED:	January 31, 2018	DEPARTMENT:	Public Works
PREPARED BY:	G. Barrera, Gen. Svcs. Supt.	PRESENTER:	D. Beach, Assist. City Mgr. / PW Dir.
SUBJECT:	Purchase Of Three (3) 2018 Ford Interceptor (SUV) Police Vehicles		
ATTACHMENTS:	None		
EXPENDITURE REQUIRED:	\$93,357.00		
AMOUNT BUDGETED:	\$147,000.00		
ACCOUNT NO.:	501-8020-84060		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The 2018 Budget appropriated funds for the replacement of three (3) police patrol vehicles. In compliance with Texas bidding requirements per Local Government Code section 252.021, the City has received one complete bid in the amount of \$93,357 (\$31,119 per vehicle).

In order to ensure best value, staff compared the bid received against HGACBUY (cooperative purchasing program) and the bid received is lower than the cooperative purchasing pricing.

BIDDER	PRICE PER VEHICLE	TOTAL PRICE (x3)	DIFF FROM LOWEST BID
Helfman Ford (formal bid)	\$ 31,119	\$ 93,357	
Sam Pack Ford (HGAC)	\$ 33,634	\$ 100,903	\$ 7,546
Silsbee Ford (HGAC)	\$ 34,161	\$ 102,483	\$ 9,126
Chastang Ford (HGAC)	\$ 34,213	\$ 102,639	\$ 9,282

This bid is for the purchase of the vehicles only. Once the vehicles are received the outfitting (lights, radar, graphics, prisoner cage, partition, etc.) of the vehicles is done separately through the City's selected vendors.

RECOMMENDATION

Staff recommends the City Council award the bid to Helfman Ford in the amount of \$93,357 for three Police Interceptor Vehicles and authorize the City Manager to purchase the vehicles.



The City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
Wayne J. Franklin, Mayor Pro Tem
Bob Higley, Councilmember
Kellye Burke, Councilmember
Mardi Turner, Councilmember

STAFF

M. Chris Peifer, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

DRAFT

CITY COUNCIL ACTION MINUTES

The City Council of the City of West University Place, Texas, met in special regular session on **Monday, January 22, 2018**, in the Municipal Building, 3800 University, West University Place, Texas beginning at approximately **6:00 p.m.**

SPECIAL MEETING (6:00 p.m.)

Special Meeting Agenda was as follows:

Called Meeting to Order

Mayor Sample called the meeting to order at approximately 6:00 p.m. in the Council Chambers. Council and Staff in attendance were: Councilmembers, Burke, Higley, and Turner, City Manager Peifer, City Attorney Petrov, City Secretary Gilliam, Police Chief Walker, and Public Works Director Beach. Mayor Pro Tem Franklin was absent.

1. Executive Session

Matters related to consultations with the city attorney regarding pending legal matters.

At 6:01 p.m., Councilmember Higley moved to recess the special meeting and convene into Executive Session in accordance with Chapter 551 of the Texas Government Code. Councilmember Turner seconded the motion. **MOTION PASSED.**

Ayes: Sample, Burke, Higley, Turner
Noes: None
Absent: Franklin

2. Close Executive Session and Reconvene Special Meeting in Council Chambers

Take any desired action.

Mayor Sample closed the Executive Session and reconvened the special meeting at 6:31 p.m. No Action Taken.

3. Adjourn Special Meeting

At 6:31, p.m, Councilmember Higley moved to adjourn the special meeting. Councilmember Turner seconded the motion. **MOTION PASSED.**

Ayes: Sample, Burke, Higley, Turner
Noes: None
Absent: Franklin

REGULAR MEETING (6:30 p.m.)

Mayor Sample called the Regular Meeting to order at approximately 6:31 p.m.

Pledge of Allegiance: Boy Scouts Jack Berger, Troop 55 and Wade McGee, Troop 354 led the Pledge.

Notice of Meeting: Secretary Gilliam confirmed that the notice of the meeting was duly posted in accordance with the Texas Government Code, Chapter 551.

Regular Meeting Agenda items were as follows:

4. Public Comments

This was an opportunity for citizens to speak to Council relating to agenda and non-agenda items.

There were no comments from the public.

5. Consent Agenda

All Consent Agenda items listed were considered to be routine by the City Council and were enacted by one motion.

A. City Council Minutes

Approve City Council Minutes of January 8, 2018. *Recommended Action: Approve City Council Special and Regular Meeting Minutes.*

B. Amendment to the Tree Ordinance

Matters related to amending the Tree Preservation and Protection requirements to allow tree trust plantings in the front and side street yards (setbacks). *Recommended action: Approve ordinance amending the Tree Preservation and Protection requirements to allow tree trust plantings in the front and side street yards (setbacks) on the second and final reading.* **Mr. Dave Beach, Public Works Director**

C. Short Term Rentals

Matters related to ordinance regarding short-term rentals. *Recommended Action: Approve ordinance on the second and final.* **Mr. Dave Beach, Public Works Director**

Councilmember Higley moved to approve the Consent Agenda as presented. Councilmember Burke seconded the motion. **MOTION PASSED.**

Ayes: Sample, Burke, Higley, Turner

Noes: None

Absent: Franklin

6. Adjourn

With no other matters before Council, Councilmember Higley moved to adjourn the meeting at approximately 6:36 p.m. Councilmember Turner seconded the motion. **MOTION PASSED.**

Ayes: Sample, Burke, Higley, Turner

Noes: None

Absent: Franklin

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	February 12, 2018	AGENDA ITEM:	6B
DATE SUBMITTED:	February 6, 2018	DEPARTMENT:	Finance
PREPARED BY:	Claire Bogard, Interim Treasurer	PRESENTER:	Marie Kalka, Finance Director
SUBJECT:	Consideration and Acceptance of the City of West University Place's Quarterly Investment Report		
ATTACHMENTS:	December 2017 Quarterly Investment Report		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The City of West University Place, Texas in accordance with the Texas Government Code, Section 2256 (known as the Public Funds Investment Act or PFIA) requires that the City Council and City Manager receive quarterly investment reports. The purpose of this report is to provide a means for Council members, and staff to regularly review and monitor the City's investment position, and to demonstrate compliance with the City's Investment Policy and PFIA.

For the quarter ended December 31, 2017 the City's portfolio is in compliance with the Public Funds Investment Act and the City's Investment Policy.

Highlights of the report are as follows:

- The City's total portfolio at December 31, 2017, is \$26.2 million, up \$5.9 million from the quarter ending September 2017. This is mainly due to the collection of 2017 property taxes.
- The investment in TexPool has increased from \$4.8 million to \$13.7 million as property taxes and matured securities have been deposited into TexPool pending the City's \$8.3 million debt service payment the end of January 2018.
- The City's weighted average yield to maturity at December 2017 is 1.102%, up from the September yield of 1.064%, but below the benchmarks of the 3 Month Treasury Bill of 1.34%, the 6 Month Treasury Bill of 1.50%, and the 2 Year Treasury Note of 1.84%.

The City's weighted average maturity is 131 days, about 2.7 months or more near the benchmark yield of 1.34%. TexPool's rate of interest has increased from 1.1764% in December to 1.32% in January, mainly due to the increase in the fed funds rate in December. The City also purchased three securities in January with yields of 1.935%, 1.90%, and 1.695%

respectively which should increase the City's overall yield to maturity. However, with the increase in the fed's fund rate in December, there are \$10 million in securities at lower interest rates. As these securities mature, they can be reinvested with at higher interest rate.

RECOMMENDATION

City Council consideration and acceptance of the City's December 2017 Quarterly Investment Report.



City of
**West University
Place**

QUARTERLY INVESTMENT REPORT

December 31, 2017
Presented February 12, 2018

ECONOMIC SUMMARY - December 2017:

- In December the Federal Reserve increased the federal funds rate by 25 basis points, to a range of 1.25% to 1.50%. Its decision was based on a strong labor market and better-than-expected economic growth. The Federal Open Market Committee holds eight regular scheduled meetings, with the next meeting on January 30 and 31st of 2018.
- As a result of the increase, Texpool rate of interest has increased from 1.1764 to 1.32 at the end of January 2018.
- In November, Fed Chair Janet Yellen announced that she will leave the Federal Reserve after her successor is sworn in.
- Houston MSA unemployment rate as of November 2017 is 4.3% as compared to Texas and United State unemployment rate of 3.8% and 4.1% respectively. November 2016 Houston MSA unemployment rate was 5.3%. (Not all final numbers for December

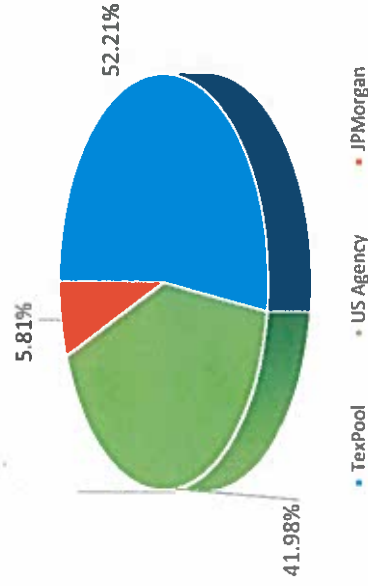
PORTFOLIO TRANSACTIONS : For The Quarter Ended December 2017

- Total Book Value of the City's portfolio increased from \$20.3 million to \$26.2 million mainly due to the collection of property taxes in November and December.
- Investment in TexPool increased from \$4.8 million to \$13.7 million during the quarter as property tax revenues and maturity of securities were deposited into Texpool for the February 1 debt service payment of \$8.3 million.
- Full listing of transactions during the quarter can be found in the packet.



CITY OF WEST UNIVERSITY PLACE
Monthly Investment Report
Period Ending: December 31, 2017

Security Sector



* Bank Statement Balance

This report is presented in accordance with the Texas Government Code Title 10 / Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was generated, the City of West University Place is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of the City of West University Place.

Marie Kalka
 Marie Kalka
 Finance Director

Claire Bogard
 Claire Bogard
 Interim Treasurer

	September 30, 2017	December 31, 2017
	Beginning Balance	Ending Balance
CASH AND INVESTMENT POOLS		
JPMorgan Chase Bank *	Market Value 541,620.17	1,521,482.61
TexPool	Market Value 4,842,471.58	13,682,239.53
AGENCY SECURITIES		
	Book Value 14,891,032.59	10,989,023.34
	Market Value 14,847,797.00	10,928,338.00
	Par Value 14,900,000.00	11,000,000.00
TOTAL PORTFOLIO		
	Book Value 20,275,124.34	26,192,745.48
	Market Value 20,231,888.75	26,132,060.14
	Par Value 20,284,091.75	26,203,722.14
	Weighted Average Call/Maturity (in Days) 127	
	Weighted Average Maturity (in Days) 131	
	Weighted Average Yield to Maturity 1.1020%	
	Earnings / Current Year to Date 198,684.18	
	Accrued Interest 48,380.24	
COMPARATIVE YIELDS		
	Treasury Bill / 3 Month 1.3400%	
	Treasury Bill / 6 Month 1.5000%	
	Treasury Note / 2 Year 1.8400%	

City of West University Place
Portfolio Holdings
01 Monthly Investment Report - Part B
Report Format: By Transaction
Group By: Security Sector
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 12/31/2017

Description	GUSIP/Ticker	Settlement Date	Face Amount/Shares	Cost Value	Market Value	Book Value	YTM @ Cost	Maturity Date	Days To Maturity	Accrued Interest
Cash										
JPMorgan Chase Cash	CASH8159	12/31/2015	1,521,482.61	1,521,482.61	1,521,482.61	1,521,482.61	0.000	N/A	1	
Sub Total / Average			1,521,482.61	1,521,482.61	1,521,482.61	1,521,482.61	0.000		1	0.00
Local Government Investment Pool										
LGIP LGIP	TEXPOOL	09/30/2008	13,682,239.53	13,682,239.53	13,682,239.53	13,682,239.53	1.176	N/A	1	
Sub Total / Average			13,682,239.53	13,682,239.53	13,682,239.53	13,682,239.53	1.176		1	0.00
US Agency										
FFCB 1.17 5/17/2019-16	3133EGAV7	05/17/2016	1,000,000.00	1,000,000.00	989,630.00	1,000,000.00	1.170	05/17/2019	502	1,430.00
FFCB 1.19 4/25/2019-17	3133EF4C8	04/25/2016	1,000,000.00	1,000,000.00	991,090.00	1,000,000.00	1.190	04/25/2019	480	2,181.67
FFCB 1.375 12/21/2018-16	3133EFSW8	12/21/2015	1,000,000.00	1,000,000.00	994,760.00	1,000,000.00	1.375	12/21/2018	355	381.94
FHLB 0 1/19/2018	313385RZ1	07/25/2017	2,000,000.00	1,989,023.34	1,998,518.00	1,989,023.34	1.141	01/19/2018	19	0.00
FHLB 1.03 7/12/2019-17	3130A8P72	07/12/2016	1,000,000.00	1,000,000.00	985,590.00	1,000,000.00	1.030	07/12/2019	558	4,835.28
FHLB 1.25 7/19/2018	3130ABT29	07/25/2017	2,000,000.00	2,000,000.00	1,994,400.00	2,000,000.00	1.250	07/19/2018	200	11,388.89
FHLMC 1.05 12/28/2018-17	3134G8WU9	04/28/2016	1,000,000.00	1,000,000.00	992,690.00	1,000,000.00	1.050	12/28/2018	362	1,837.50
FHLMC 1.05 5/25/2018-16	3134G9LS4	05/25/2016	1,000,000.00	1,000,000.00	998,120.00	1,000,000.00	1.050	05/25/2018	145	1,050.00
FNMA 1.13 7/26/2019-17	3136G3F42	07/26/2016	1,000,000.00	1,000,000.00	983,540.00	1,000,000.00	1.130	07/26/2019	572	4,865.28
Sub Total / Average			11,000,000.00	10,989,023.34	10,928,338.00	10,989,023.34	1.162		310	27,970.56
Total / Average			26,203,722.14	26,192,745.48	26,132,060.14	26,192,745.48	1.102		131	27,970.56

Description	CUSIP/ ticker	Schedule Date	Maturity Date	Beginning MV	Ending MV	Beginning BV	Ending BV	Beginning Eco Amount/Shares	Ending Face Amount/Shares	Ending Days To Cash/Maturity	Ending Days To Maturity	Ending YTM @ Cost	Interest Earned During Period- BV	Ending Market Accrued Interest
Cash														
JPMorgan Chase Cash	CASH8159	12/31/2015	N/A	541,620.17	1,521,482.61	541,620.17	1,521,482.61	541,620.17	1,521,482.61	1	1	0.000	0.00	N/A
Sub Total/Average Cash				541,620.17	1,521,482.61	541,620.17	1,521,482.61	541,620.17	1,521,482.61	1	1	0.000	0.00	0.00
Local Government Investment Pool														
LGIP LGIP	TEXPOOL	09/30/2008	N/A	4,842,471.58	13,682,239.53	4,842,471.58	13,682,239.53	4,842,471.58	13,682,239.53	1	1	1.176	14,767.95	N/A
Sub Total/Average Local Government Investment #				4,842,471.58	13,682,239.53	4,842,471.58	13,682,239.53	4,842,471.58	13,682,239.53	1	1	1.176	14,767.95	0.00
US Agency														
FFCB 1.17 5/17/2019-16	3133EGAV7	05/17/2016	05/17/2019	992,320.00	989,630.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	502	502	1.170	2,957.50	1,430.00
FFCB 1.19 4/25/2019-17	3133EF4C8	04/25/2016	04/25/2019	993,680.00	991,090.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	480	480	1.190	3,008.06	2,181.67
FFCB 1.375 12/21/2018-16	3133EFSW8	12/21/2015	12/21/2018	998,040.00	994,760.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	355	355	1.375	3,475.69	381.94
FHLB 0 1/19/2018	313385RZ1	07/25/2017	01/19/2018	1,993,480.00	1,998,518.00	1,989,023.34	1,989,023.34	2,000,000.00	2,000,000.00	19	19	1.141	0.00	0.00
FHLB 1.02 12/29/2017	3130A5PL7	07/25/2017	12/29/2017	999,930.00	0.00	1,001,043.27	0.00	1,000,000.00	0.00				1,478.40	0.00
FHLB 1.03 7/12/2019-17	3130A8P72	07/12/2016	07/12/2019	990,920.00	985,590.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	558	558	1.030	2,603.61	4,835.28
FHLB 1.25 12/18/2017	3130A0HB9	07/25/2017	12/18/2017	1,900,247.00	0.00	1,900,965.98	0.00	1,900,000.00	0.00				4,179.85	0.00
FHLB 1.25 7/19/2018	3130A8T29	07/25/2017	07/19/2018	1,998,440.00	1,994,400.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	200	200	1.250	6,319.45	11,308.89
FHLB 1.05 11/24/2017-16	3134G8ML0	02/24/2016	11/24/2017	999,790.00	0.00	1,000,000.00	0.00	1,000,000.00	0.00				1,425.00	0.00
FHLB 1.05 12/28/2018-17	3134GRWU9	04/28/2016	12/28/2018	994,560.00	992,690.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	362	362	1.050	2,654.17	1,837.50
FHLB 1.05 5/25/2018-16	3134G9LS4	05/25/2016	05/25/2018	998,750.00	998,120.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	56	145	1.050	2,654.17	1,050.00
FNMA 1.13 7/26/2019-17	3136G3F42	07/26/2016	07/26/2019	987,640.00	983,540.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	572	572	1.130	2,856.39	4,865.28
Sub Total/Average US Agency				14,847,797.00	10,928,338.00	14,891,032.59	10,989,023.34	14,900,000.00	11,000,000.00	302	310	1.182	33,812.29	27,970.56
Total / Average				20,231,888.75	26,132,060.14	20,275,124.34	26,192,745.48	20,284,091.75	26,203,722.14	127	131	1.102	48,380.24	27,970.56

City of West University Place

Date To Date

01 Monthly Investment Report - Part A

Report Format: By Transaction

Group By: Security Sector

Portfolio / Report Group: All Portfolios

Begin Date: 9/30/2017, End Date: 12/31/2017

Description	GUSPTicker	Beginning Face Amount/Shares	Ending Face Amount/Shares	Beginning MV	Ending MV	Beginning BV	Ending BV	Ending BV	Beginning YTM @ Cost	Ending YTM @ Cost	Ending Market Accrued Interest	Interest/Divide nds	Interest Earned During Period-BV
Cash													
JPMorgan Chase Cash	CASH8159	541,620.17	1,521,482.61	541,620.17	1,521,482.61	541,620.17	1,521,482.61	1,521,482.61	0.000	0.000	N/A	0.00	0.00
Sub Total/Average Cash		541,620.17	1,521,482.61	541,620.17	1,521,482.61	541,620.17	1,521,482.61	1,521,482.61	0.000	0.000	0.00	0.00	0.00
Local Government Investment Pool													
LGIP LGIP	TEXPOOL	4,842,471.58	13,682,239.53	4,842,471.58	13,682,239.53	4,842,471.58	13,682,239.53	13,682,239.53	1.015	1.176	N/A	14,767.95	14,767.95
Sub Total/Average Local Government Investment		4,842,471.58	13,682,239.53	4,842,471.58	13,682,239.53	4,842,471.58	13,682,239.53	13,682,239.53	1.015	1.176	0.00	14,767.95	14,767.95
US Agency													
FFCB 1.17 5/17/2019-16	3133EGAV7	1,000,000.00	1,000,000.00	992,320.00	989,630.00	1,000,000.00	1,000,000.00	1,000,000.00	1.170	1.170	1,430.00	5,850.00	2,957.50
FFCB 1.19 4/25/2019-17	3133EF4C8	1,000,000.00	1,000,000.00	993,680.00	991,080.00	1,000,000.00	1,000,000.00	1,000,000.00	1.180	1.180	2,181.67	5,950.00	3,008.06
FFCB 1.375 12/21/2018-16	3133EF5W8	1,000,000.00	1,000,000.00	998,040.00	994,760.00	1,000,000.00	1,000,000.00	1,000,000.00	1.375	1.375	381.94	6,875.00	3,475.69
FHLB 0 1/19/2018	31336SRZ1	2,000,000.00	2,000,000.00	1,993,480.00	1,998,518.00	1,989,023.34	1,989,023.34	1,989,023.34	1.141	1.141	0.00	0.00	0.00
FHLB 1.02 12/29/2017	3130ASPL7	1,000,000.00	0.00	999,930.00	0.00	1,001,043.27	0.00	0.00	0.810		0.00	5,100.00	1,478.40
FHLB 1.03 7/12/2019-17	3130ABP72	1,000,000.00	1,000,000.00	990,920.00	985,590.00	1,000,000.00	1,000,000.00	1,000,000.00	1.030	1.030	4,835.28	0.00	2,603.61
FHLB 1.25 12/18/2017	3130A0HB9	1,900,000.00	0.00	1,900,247.00	0.00	1,900,965.96	0.00	0.00	1.120		0.00	11,875.00	4,179.85
FHLB 1.25 7/19/2018	3130ABTZ9	2,000,000.00	2,000,000.00	1,998,440.00	1,994,400.00	2,000,000.00	2,000,000.00	2,000,000.00	1.250	1.250	11,388.89	0.00	6,319.45
FHLMC 0.95 11/24/2017-16	3134G8ML0	1,000,000.00	0.00	999,790.00	0.00	1,000,000.00	0.00	0.00	0.950		0.00	2,375.00	1,425.00
FHLMC 1.05 12/28/2018-17	3134G8WU9	1,000,000.00	1,000,000.00	994,560.00	992,690.00	1,000,000.00	1,000,000.00	1,000,000.00	1.050	1.050	1,837.50	5,250.00	2,654.17
FHLMC 1.05 5/25/2018-16	3134G8LS4	1,000,000.00	1,000,000.00	998,750.00	998,120.00	1,000,000.00	1,000,000.00	1,000,000.00	1.050	1.050	1,050.00	5,250.00	2,654.17
FNMA 1.13 7/28/2019-17	3136G3F42	1,000,000.00	1,000,000.00	987,640.00	983,540.00	1,000,000.00	1,000,000.00	1,000,000.00	1.130	1.130	4,865.28	0.00	2,856.39
Sub Total/Average US Agency		14,900,000.00	11,000,000.00	14,847,797.00	10,928,338.00	14,891,032.59	10,989,023.34	10,989,023.34	1.118	1.162	27,970.56	48,525.00	33,612.29
Total / Average		20,284,091.75	26,203,722.14	20,231,888.75	26,132,060.14	20,275,124.34	26,192,745.48	26,192,745.48	1.064	1.102	27,970.56	63,292.95	48,380.24

City of West University Place
Transactions Summary
MONTHLY Transaction Summary - by Action
Group By: Action
Portfolio / Report Group: All Portfolios
Begin Date: 09/30/2017, End Date: 12/31/2017

Description	QIBS/Ticker	Origination Date	Security Specifier	Security Type	Maturity Date	Settlement Date	Trade Date	Face Amount/Shares	Principal	Interest/Dividends	Total	Price	YTM @ Cost
Deposit													
JPMorgan Chase Cash	CASH8159	N/A	Cash	Cash	N/A	12/29/2017	12/29/2017	533,706.04	533,706.04	0.00	533,706.04	100	0.000
JPMorgan Chase Cash	CASH8159	N/A	Cash	Cash	N/A	11/30/2017	11/30/2017	725,999.76	725,999.76	0.00	725,999.76	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	12/29/2017	12/29/2017	7,761.52	7,761.52	0.00	7,761.52	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	12/29/2017	12/29/2017	1,800,000.00	1,800,000.00	0.00	1,800,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	12/28/2017	12/28/2017	2,500,000.00	2,500,000.00	0.00	2,500,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	12/19/2017	12/19/2017	3,300,000.00	3,300,000.00	0.00	3,300,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	12/11/2017	12/11/2017	825,000.00	825,000.00	0.00	825,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	12/05/2017	12/05/2017	720,000.00	720,000.00	0.00	720,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	11/30/2017	11/30/2017	3,032.57	3,032.57	0.00	3,032.57	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	11/27/2017	11/27/2017	950,000.00	950,000.00	0.00	950,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	11/21/2017	11/21/2017	500,000.00	500,000.00	0.00	500,000.00	100	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	10/31/2017	10/31/2017	3,973.86	3,973.86	0.00	3,973.86	100	0.000
Sub Total / Average								11,869,473.75	11,869,473.75	0.00	11,869,473.75		
Interest													
FFCB 1.17 5/17/2019-16	3133EGAV7	1.170	US Agency	FFCB Bond	05/17/2019	11/17/2017	11/17/2017	0.00	0.00	5,850.00	5,850.00		0.000
FFCB 1.19 4/25/2019-17	3133EFAC8	1.190	US Agency	FFCB Bond	04/25/2019	10/25/2017	10/25/2017	0.00	0.00	5,950.00	5,950.00		0.000
FFCB 1.375 12/21/2018-16	3133EFSW8	1.375	US Agency	FFCB Bond	12/21/2018	12/21/2017	12/21/2017	0.00	0.00	6,875.00	6,875.00		0.000
FFCB 1.02 12/29/2017	3130ASPL7	1.020	US Agency	FHLB Bond	12/29/2017	12/29/2017	12/29/2017	0.00	0.00	5,100.00	5,100.00		0.000
FHLB 1.25 12/18/2017	3130AQBH9	1.250	US Agency	FHLB Bond	12/18/2017	12/18/2017	12/18/2017	0.00	0.00	11,875.00	11,875.00		0.000
FHLB 0.95 11/24/2017-16	3134GBML0	0.950	US Agency	FHLB Bond	11/24/2017	11/24/2017	11/24/2017	0.00	0.00	2,375.00	2,375.00		0.000
FHLB 1.05 12/28/2018-17	3134GBWU9	1.050	US Agency	FHLB Bond	12/28/2018	10/28/2017	10/28/2017	0.00	0.00	5,250.00	5,250.00		0.000
FHLB 1.05 5/25/2018-16	3134G9LS4	1.050	US Agency	FHLB Bond	05/25/2018	11/25/2017	11/25/2017	0.00	0.00	5,250.00	5,250.00		0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	12/29/2017	12/29/2017	0.00	0.00	7,761.52	7,761.52		0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	11/30/2017	11/30/2017	0.00	0.00	3,032.57	3,032.57		0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	10/31/2017	10/31/2017	0.00	0.00	3,973.86	3,973.86		0.000
Sub Total / Average								0.00	0.00	63,292.95	63,292.95		
Matured													
FHLB 1.02 12/29/2017	3130ASPL7	1.020	US Agency	FHLB Bond	12/29/2017	12/29/2017	12/29/2017	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0	0.000
FHLB 1.25 12/18/2017	3130AQBH9	1.250	US Agency	FHLB Bond	12/18/2017	12/18/2017	12/18/2017	1,900,000.00	1,900,000.00	0.00	1,900,000.00	0	0.000
FHLB 0.95 11/24/2017-16	3134GBML0	0.950	US Agency	FHLB Bond	11/24/2017	11/24/2017	11/24/2017	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0	0.000
Sub Total / Average								3,900,000.00	3,900,000.00	0.00	3,900,000.00		
Withdraw													
JPMorgan Chase Cash	CASH8159	N/A	Cash	Cash	N/A	10/31/2017	10/31/2017	279,843.36	279,843.36	0.00	279,843.36	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	11/07/2017	11/07/2017	650,000.00	650,000.00	0.00	650,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	11/02/2017	11/02/2017	300,000.00	300,000.00	0.00	300,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	10/30/2017	10/30/2017	200,000.00	200,000.00	0.00	200,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	10/26/2017	10/26/2017	220,000.00	220,000.00	0.00	220,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	10/13/2017	10/13/2017	200,000.00	200,000.00	0.00	200,000.00	0	0.000
LGIP LGIP	TEXPOOL	N/A	Local Government Investment Pool	Local Government Investment Pool	N/A	10/12/2017	10/12/2017	200,000.00	200,000.00	0.00	200,000.00	0	0.000
Sub Total / Average								2,048,843.36	2,048,843.36	0.00	2,048,843.36		

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	February 12, 2018	AGENDA ITEM:	6C
DATE SUBMITTED:	January 24, 2018	DEPARTMENT:	Fire Department
PREPARED BY:	Aaron Taylor, Fire Chief / EMC	PRESENTER:	Aaron Taylor, Fire Chief / EMC
SUBJECT:	Harris County Electronic Personal Accountability System “EPAS” Interlocal Agreement		
ATTACHMENTS:	1. Harris County Electronic Personal Accountability System “EPAS” Interlocal Agreement 2. Exhibit A – Receipt of Equipment		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

In 2007, the Harris County Fire Marshal’s Office (HCFMO) applied for and was awarded a regional grant from Houston Urban Area Security Initiative (UASI) to provide electronic personal accountability equipment to all response agencies within Harris County including The West University Place Fire Department.

This agreement renewal is to supersede the existing agreement which was authorized by Council on January 23, 2017 and authorizes the receipt of one additional piece of equipment from Harris County. This “new” equipment (see Exhibit A) is an upgrade module that works in conjunction with the existing electronic personal accountability equipment.

The attached agreement has been reviewed by the Harris County legal team.

RECOMMENDATION

Staff recommends authorizing the execution of the Harris County “EPAS” Interlocal Agreement” so that this upgrade module can be put into service and the existing equipment can continue to be operated and maintained by the West University Place Fire Department.

AGREEMENT

THE STATE OF TEXAS §
 §
HARRIS COUNTY OF HARRIS §

This Interlocal Agreement ("Agreement"), entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is made by and between **Harris County, Texas** ("Harris County"), acting through its governing body, the Harris County Commissioners Court, and City of West University Place ("User"), a political subdivision of the State of Texas, acting by and through its governing body.

RECITALS:

Harris County has received certain Urban Area Security Initiative ("UASI") and Chemical Buffer Zone Protection Plan ("Chem-BZPP") sub-recipient funds as part of the federal Homeland Security Grant Program (Award Number 2007-GE-T7-0024, 2008-GE-T8-0034, 2010-SS-T0-0008, 2011-EMW-2011-SS-00019 or Award Number 2006-BZ-T6-0055 or any future award number associated with this equipment) ("the Grant Award"). The Grant Award is to be used to provide entities that are responsible for responding to 911 calls with enhanced capabilities for detecting, deterring, disrupting, and preventing acts of terrorism as described in Federal Program Guidelines published by the United States Office for Domestic Preparedness ("ODP"), specifically: planning, equipment, training and exercise needs as specified in the Grant Award.

Harris County desires to provide certain agencies who respond to 911 calls with certain Electronic Personal Accountability System ("EPAS") equipment for preparing and responding to potential threats of manmade and natural disasters within the Greater Houston UASI region including Harris County, Ft. Bend County, Galveston County, and Montgomery County. All EPAS equipment will be purchased using grant and/or current fiscal funds.

The Commissioners Court of Harris County finds that the provision of such equipment supports a public purpose of Harris County and of the recipient agencies to preserve property and to protect the public health of the residents within the Greater Houston UASI region.

User has previously furnished 911 emergency response services within the Greater Houston UASI region, and User is willing to use the EPAS equipment provided by Harris County to furnish 911 emergency response services within the Greater Houston UASI region for preparing and responding to the potential threats of manmade and natural disaster in accordance with the terms and requirements of the Harris County. When requested by Harris County, User shall return all equipment in its possession to Harris County within thirty (30) days of ceasing to provide 911 emergency response services. Notwithstanding the foregoing, Harris County agrees, accepts and acknowledges that User provides emergency, rescue and 911 response ("Emergency Response") either as the direct provider in the User's prescribed territory or through a contracted third-party service provider. In the event that the User provides Emergency Response through a contracted third-party service provider, User shall seek any EPAS equipment from the said service provider within thirty (30) days on any such request from Harris County. However, it shall not be a breach of this Agreement in the event that a contracted third-party service provider fails to return such equipment within the deadline established by this Agreement.

User represents that it or its third-party service provider holds all necessary licenses and certifications to perform such services and is qualified by education and experience to provide such services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS:

I. SCOPE OF SERVICES

Harris County grants User permission to use and operate Harris County-owned Electronic Personal Accountability System (the "Equipment"), as set forth in Exhibit "A" to this Agreement. With respect to the care, custody, and use of the Equipment, which may be furnished hereunder, Harris County and the User agree as follows:

- (a) The Equipment shall at all times be and remain the property of Harris County. User shall not permit or suffer any lien or encumbrance upon the Equipment or take any other action inconsistent with Harris County's title thereto. Each item of the Equipment must have a tag that identifies the Equipment as the property of Harris County.
- (b) The Equipment may be used only for 911 emergency response services as specified in the Grant Award (2007-GE-T7-0024, 2008-GE-T8-0034, 2010-SS-T0-0008, 2011-EMW-2011-SS-00019 or 2006-BZ-T6-0055 or any future award number associated with this equipment), attached hereto and incorporated herein, Information Bulletins issued from time to time by the United States Department of Homeland Security, and subsequent grant awards under the Homeland Security Grant Program.
- (c) Each item of the Equipment must be inventoried by User and made available upon ten (10) days written demand to User to representatives of the Governor's Department of Emergency Management, and the Harris County Fire Marshal. User agrees to assist the Office of the Harris County Fire Marshal in performing a physical inventory at least annually including providing the Fire Marshal with all records related to the Equipment.
- (d) User shall install the Equipment at User's expense in accordance with requirements of the Harris County Central Technology Services as such requirements may be revised from time to time.
- (e) User shall provide suitable storage for the Equipment when not in use and shall secure and protect the equipment against damage, loss or theft to the extent reasonably necessary to protect such equipment.
- (f) User shall keep and maintain the Equipment in good working order and repair at all times and return the same to Harris County in as good condition as when received, ordinary wear and tear under prudent usage excepted.

(g) In the event that any of the Equipment may be lost or stolen or may be damaged or destroyed by collision, fire, windstorm, or any other act of God or casualty occurrence, similar or dissimilar, User shall promptly cause said Equipment to be repaired to good and appropriate working order or replaced with same or newer technology. Both parties agree that when equipment is replaced, the replacement unit becomes property of Harris County and is controlled by this agreement and the Grant Award. The new serial number will automatically become part of the original agreement. For purposes of this Agreement, the Equipment shall be deemed lost or stolen if User cannot produce the Equipment within one hundred and twenty (120) hours written (electronic or other written medium) notice from the County.

(h) User shall not alter or modify or permit the physical alteration or modification of the Equipment in any respect without the express written permission of the Fire Marshal. In all uses of the Equipment, User shall operate the Equipment in a safe manner as governed by conditions including weather and traffic.

(i) To the extent that the obligation does not create or extend its liability beyond its statutory or constitutional powers to incur liability, User expressly agrees to hold County harmless from and against any claims or suits arising in any manner out of its custody and use of the Equipment.

(k) User shall neither charge a fee for the use of nor derive any profit from the Equipment furnished hereunder, if any, providing that nothing in this clause shall be construed to prohibit User from soliciting or receiving voluntary contributions for the furtherance of its emergency response purposes.

(l) User shall promptly advise the Fire Marshal of any accident, mechanical failure, or other occurrence that may render any of the Equipment temporarily or permanently unfit for service. The Fire Marshal and/or any of his deputies shall have the right to inspect the Equipment at any reasonable time upon ten (10) days written demand to User t. User shall at all times keep the Fire Marshal advised as to the place of storage of the Equipment

(m) User shall furnish and make available the Equipment with available personnel to operate the same for law enforcement or emergency response services upon the request of the Fire Marshal and/or any of his deputies.

(n) User shall comply with all relevant Texas and Harris County laws, rules, and regulations. User shall comply with all UASI grant requirements.

II. NIMS AND MUTUAL AID AGREEMENTS

User understands and agrees that Harris County will not provide any of the Equipment to User until and unless User provides Harris County with proof acceptable to the Fire Marshal that User has adopted the National Incident Management System ("NIMS") and has entered into Mutual Aid Agreements with neighboring 911 emergency response agencies giving User authorization to respond anywhere in the Greater Houston UASI region including Harris County, Ft. Bend County, Galveston County, and Montgomery County.

III. POSSESSION AFTER TERMINATION

Upon the written termination of this Agreement (by either party), User shall return each item of the Equipment in good working order, ordinary wear and tear under prudent usage excepted, to the Fire Marshal along with records showing maintenance or repairs to the Equipment. In the event that User remains in possession of the Equipment furnished pursuant to this Agreement beyond the termination of this Agreement, such possession shall not be deemed to create a renewal or extension of this Agreement, but shall only constitute a license to continue to use the Equipment upon the terms set forth herein until such time as the Equipment is returned to or repossessed by Harris County.

IV. TERM

The term of this Agreement shall be one (1) year beginning upon execution by a duly authorized representative of each Party. This Agreement shall automatically renew for successive one (1) year terms until terminated by the Parties. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party or at any time by mutual written agreement of the Parties. Harris County Commissioners Court and the governing Board of the User must take action to officially terminate this agreement.

V. NOTICE

Any notice required or permitted to be given to User by Harris County may be given by certified United States mail, return-receipt requested, postage-prepaid, addressed to:

City of West University Place
Attn: **City Council, City Manager, or Fire Chief**
3800 University Boulevard
West University Place, Texas 77005

With a copy to:

City Attorney Name: Alan Petrov
City Attorney Address: 3800 University Boulevard
City Attorney City/State/Zip Code: West University Place, Texas 77005

Any notice permitted or required to be given to Harris County by User may be given by certified United States mail, return receipt-requested, postage prepaid, addressed to:

Harris County
1001 Preston, 9th Floor
Houston, Texas 77002
Attention: Harris County Judge

With a copy to:

Harris County Fire Marshal
2318 Atascocita Road
Humble, Texas 77396

Either Party may change its address by giving notice to the other Party in writing. Any notice mailed by certified United States mail, return-receipt requested, shall be deemed given upon deposit in the United States mail.

VI. LIMIT OF APPROPRIATION

Prior to execution of this Agreement, Harris County has advised User and User clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, the Harris County has certified no funds under this Agreement and User shall no cause of action for money against Harris County under this Agreement.

VII. INDEPENDENT PARTIES

It is agreed that in the performance of all obligations undertaken by this Agreement, User shall be solely responsible to supervise, manage, control, and direct the performance of Emergency Response. Harris County shall have no right under this Agreement to direct or supervise User or its agents or employees in the performance of such services or as to the manner, means, or methods in which the services are performed. User shall not have the authority to bind, represent or commit the Harris County. Nothing in this Agreement or an Order shall be deemed or construed to create a joint venture, partnership, or agency relationship between the parties for any purpose.

VIII. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the Parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning the Agreement shall be of no force or effect except a subsequent modification in writing signed by the Parties. User shall not assign the duties and obligations of this Agreement without the express written consent of Harris County.

IX. GOVERNING LAW AND VENUE

This Agreement is governed in all respects by the laws and Constitution of the State of Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

X. PUBLIC INFORMATION

User expressly acknowledges that Harris County is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and notwithstanding any provision in this Agreement to the contrary, Harris County will make any information related to this agreement or otherwise available to third parties in accordance with the Public Information Act.

XI. WAIVER OF BREACH

Waiver of a breach of any provision of this Agreement is not a waiver of any subsequent breach.

XII. NO PERSONAL LIABILITY

Nothing in this Agreement may be construed as creating any personal liability on the part of any commissioner, officer, director, employee or agent of Harris County, User or any governmental body that may be a party to this Agreement. Furthermore, the parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any commissioner, officer, director, employee or agent of Harris County or User.

XIII. EXECUTION, MULTIPLE COUNTERPARTS

IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County and on behalf of City of West University Place, by a duly authorized representative of the City of West University Place.

APPROVED AS TO FORM:

VINCE RYAN

Harris County Attorney

HARRIS COUNTY, TEXAS

By: _____

AMY SAMPLES

Assistant Harris County Attorney

By: _____

ED EMMETT

Harris County Judge

Date Signed: _____

Attest for User

City of West University Place

By: _____

Fire Chief

Date Signed: _____

By: _____

City Representative

Date Signed: _____

APPROVED AS TO FORM:

City Attorney Name:

Alan Petrov

City Attorney Address:

3800 University Boulevard

City Attorney City/State/Zip Code: West University Place, Texas 77005

Signature

Attorneys For City of West University Place

HCFMO FORM 2062